

Clinton Co.

PPME #2003 (Mixed)

7/1/2006 6/30/2008

2006 – 2008

GENERAL SERVICES

COLLECTIVE BARGAINING AGREEMENT

between

CLINTON COUNTY

and

PUBLIC PROFESSIONAL AND MAINTENANCE EMPLOYEES

IUPAT LOCAL 2003

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THIS AGREEMENT entered into this _____ day of _____, 2006, by and between CLINTON COUNTY, IOWA, hereinafter referred to as the "Employer", and PUBLIC PROFESSIONAL AND MAINTENANCE EMPLOYEES, LOCAL 2003, INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES, AFL-CIO, hereinafter referred to as the "Union," represents the complete and final agreement on all bargainable issues between the Employer and the Union.

ARTICLE 1

DEFINITIONS

1.01 - FULL-TIME EMPLOYEE

An employee working at least forty (40) hours per week on a regularly scheduled basis.

1.02 - PART-TIME EMPLOYEE

An employee who works less than forty (40) hours per week either on a regular schedule or intermittent basis. Part-time employees shall be granted the same benefits, except health insurance, as full-time employees apportioned as a percentage of a full-time employee's based on the employee's average number of hours worked as follows:

20 - 29 hours per week	50 percent
30 - 39 hours per week	75 percent
40 hours per week	100 percent

Part-time employees shall be eligible to purchase single or family health insurance coverage at the employee's own cost.

1.03 - TEMPORARY EMPLOYEE

Persons employed in a temporary vacancy for a period of four (4) months or less shall be considered temporary employees, and are not considered members of the bargaining unit. A temporary employee shall become a probationary employee upon four (4) months and one (1) day within a job classification, and time worked as a temporary employee shall be credited towards completion of the probationary period.

1.04 - PROBATIONARY EMPLOYEE

A new employee shall serve a probationary period of six (6) calendar months. Upon successful completion of the probationary period, the new employee shall be put on the seniority list and their seniority shall be determined from and relate back to their original date of employment in the bargaining unit. The new employee may be terminated for any reason during the probationary period and shall have no recourse through the Grievance Procedure. A seasonal employee shall be on probation for the first 6 months of his/her employment. If the employee is laid off at the end of the first year of employment, he/she will not be considered a probationary employee, if rehired the next or following year. If the employee does not complete 6 months of service in his/her first year of service, probation shall continue if the employee is rehired in the next or following year. Probation shall not carry over if the employee is out of service with the County for more than 12 continuous months.

1.05 - BENEFITS DURING THE PROBATIONARY PERIOD

A probationary employee is eligible for contractual fringe benefits as follows:

- A. At All Times. At all times they shall be eligible to enjoy the benefits of bereavement leave, jury duty leave, recognized paid holidays.
- B. Commencing with the Second Month of Service. Commencing with the second month of service, the probationary employee shall be eligible to be covered by the group health insurance provided by the Employer.

- C. After the Probationary Period. Probationary employees shall accrue all other fringe benefits during their probationary period, but shall not have them available for use by the employee until completion of the probationary period, except vacation, which cannot be used until concluding one (1) year of employment.

1.06 - ACT

The Iowa Public Employment Relations Act, identified as Chapter 20, Code of Iowa, 1997.

1.07 - ANNIVERSARY DATE

The anniversary of the calendar date of the employee's original date of hire by the Employer, or the calendar date as adjusted for unpaid leave, non-bargaining unit County service after July 1, 1993, and period of layoff.

1.08 - BARGAINING UNIT

The bargaining unit recognized by the Employer and defined in PERB Case #4694 of June 22, 1992 as amended by Case #5363 of December 27, 1995, and Case #5438 of November 15, 1996.

1.09 - BOARD

The members of the Clinton County Board of Supervisors.

1.10 - COUNTY

Clinton County, Iowa.

1.11 - EMPLOYER

Clinton County, Iowa, acting through its Board of Supervisors, or such Elected Officials, Department Heads, or other persons designated by the Board of Supervisors to act on its behalf.

1.12 - GENDER

Employees may occasionally be referred to as "he" or "his" or "she" or "hers" in the Agreement. Such designation is for convenience only as all references to employee are intended and do apply to employees of both gender.

1.13 - IMMEDIATE FAMILY

Includes: employee's spouse, children, father or mother, employee's grandparent, grandchild, employee's brother or sister, spouse's mother or father, spouse's brother or sister, employee's brother-in-law, sister-in-law, son-in-law, and daughter-in-law and dependent step-children under age 18.

1.14 - PERB

The Iowa Public Employment Relations Board.

1.15 - UNION

Public Professional and Maintenance Employees, IUPAT Local 2003, acting through its Business Representative, or such elected union officers or other persons designated by the Business Representative to act on his or her behalf.

1.16 – SEASONAL EMPLOYEE.

An employee who works at various times of the year on a regular or irregular basis for more than four (4) months in a year is a seasonal employee. Seasonal employees do not have recall rights if laid off, but are entitled to any benefits accrued if re-hired for a later term of employment unless the employee is terminated in which event all accrued benefits are also terminated. The employee shall earn pro-rated benefits based upon actual hours of employment in a season of work as follows:

- Holiday pay will be allowed, provided the employee is employed at the time the holiday is recognized in the collective bargaining agreement. The employee shall be paid for the regular hours the employee would have been at work at the holiday, plus time and one-half for any hours worked on the designated holiday.
- Season employees can earn up to four (4) hours per month sick leave for use that season. Sick leave not used the previous season will be carried over for use the following season. No sick leave conversion will be allowed for seasonal employees. Accrued sick leave may be used by seasonal employees for funeral leave pursuant to the collective bargaining agreement.
- Longevity pay shall be the same as full-time employees in amount and years of service where one season of work is the equivalent of one year of longevity eligibility in the collective bargaining agreement. The amount of longevity to be paid will be pro-rated based on the number of months of employment of the seasonal employee, for example 12 months is 100%, 9 months is 75%, and 6 months is 50%.
- Seasonal employees will not accrue or be eligible for other paid leaves under the collective bargaining agreement, nor are they eligible for health insurance coverage or bargaining unit seniority.

ARTICLE 2

RECOGNITION AND REPRESENTATION

2.01 - RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative of all County employees in those classifications and departments as set forth in the PERB certification instrument as follows:

INCLUDED: All regular full-time and regular part-time custodial, maintenance and grounds keeper employees and secretarial, clerical and general office employees of Clinton County including non-supervisory personnel in the following offices and departments: Supervisors, County Auditor, County Treasurer, County Recorder, Data Processing, County Attorney, Child Support Recovery, County General Relief, and County Conservation.

EXCLUDED: Elected Officials, First Deputies and Second Deputies with supervisory duties. Zoning Administrator, County Sheriff, County Engineer, County Assessor's Office, County Sanitarian, Assistant Sanitarian, Sanitarian's Secretary, Communications, Veterans Affairs, all summer help, and all persons excluded in Section 4 of the Act.

2.02 - NON-DISCRIMINATION IN EMPLOYMENT

Neither the County, nor the Union, shall discriminate in violation of law against any employee because of the employee's race, color, religion, sex, age, union activity or lack thereof, national origin, or physical disability.

2.03 - PAYROLL DEDUCTIONS

Upon receipt of a lawfully executed written authorization from an employee which may be revoked in writing during the last thirty (30) days of any fiscal year, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. The monthly dues remittance shall be accompanied by a list indicating the name, current address, hourly rate of pay, and amount of dues deducted from each employee for whom dues have been withheld noting any additions or deletions from the previous month with a notation as to the reason for the deletion.

2.04 - NO STRIKE – NO LOCKOUT

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, sympathy strikes, slow downs, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, and such related activity as covered in Section 12 of the Act. The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

2.05 - BULLETIN BOARDS

The Union shall be permitted to post official Union notices on one official bulletin board in each of the following buildings: Courthouse, Conservation Office, Child Support Recovery Office, and Administration Building, and Dewitt County Annex Building.

2.06 - RELEASED TIME

The Union shall be allowed released time for the purpose of official delegates, officers, or other Union representatives attendance at the following official union meetings, such as negotiations, mediations, fact-finding and arbitration hearings, and grievance and prohibited practice complaint proceedings, if meetings are mutually agreed to be scheduled during the regular work day. Request for proposed attendance at such meetings shall be submitted to the Employer's representative for approval at least ten (10) days in advance of the desired absence. Such release time shall be without any loss of pay. The number of paid Union/employee negotiators shall not exceed four (4). Release time for attendance for negotiations shall be limited to twenty (20) hours per person.

2.07 - UNION STEWARD

The Employer recognizes the right of the Union to elect stewards from among the Union members in the bargaining unit. A written list of the names of the stewards or designated representatives of the Union, employed by the County, will be furnished to the Employer by the Union after their designation, and all changes in the representation shall be given to the Employer by the Union. Stewards shall be allowed reasonable time to attend the duties required of them under the grievance procedure set forth in this Agreement. Such time shall be documented on time cards or attendance records.

2.08 - LABOR-MANAGEMENT COMMITTEE

The parties hereby agree to form a Labor-Management Committee to discuss the concerns of either party. The Committee shall meet at the request of either party. All meetings of the Committee shall be confidential. However, the parties may, by mutual agreement when an understanding is reached during the Committee meetings, post the results thereof as a means of communicating this information to all employees and supervisors. The Committee shall be composed of the following:

- A. For Management
 - 1. The Employer's Representative

2. A Member of the Board of Supervisors
 3. The affected Department Heads
- B. For the Union
1. The Union Business Representative
 2. The Unit Chairperson
 3. The affected Union Steward.

The Employer or the Union may exclude one (1) or more of its representatives and both parties may invite additional persons to attend if relevant to the topic under discussion. Both parties agree to submit an agenda, and a list of those who will attend at least five (5) days prior to the meeting date.

ARTICLE 3

MANAGEMENT RIGHTS

3.01 - WORK RULES AND POLICY

The Employer may, from time to time, develop and put into effect County Personnel Policies affecting this bargaining unit. Said policies, and changes thereof, will be sent to the employees at least thirty (30) calendar days prior to the effective date.

3.02 - UNIT WORK BY NON-BARGAINING UNIT PERSONNEL

Work performed by the job classifications in this collective bargaining agreement shall only be assigned to bargaining unit employees, except in the following circumstances:

- A. The quantity of work or the effect on the bargaining unit is minor.
- B. The work is supervisory or managerial in nature.
- C. The work assignment is a temporary one for a special purpose or need.
- D. The work is not covered by the contract.
- E. The work is experimental.
- F. There is a change in the character of the work.
- G. Automation or a technological change is involved.
- H. An emergency is involved.
- I. Some other special situation or need is involved.
- J. Work is privatized or contracted out.

ARTICLE 4

EMPLOYEE EVALUATION AND DISCIPLINE

4.01 - EMPLOYEE EVALUATION

The Union agrees to work on an evaluation form and procedure via a committee of one employee appointed by the Union from each department plus the department head from each department. Any recommendation must be by mutual agreement of the committee and ratified by the Board of Supervisors and the Union membership. The State's production quota system for case management will not be part of this evaluation.

The Employer may administer a performance evaluation using a performance evaluation document mutually agreed to by the parties. A new employee may be evaluated not later than the completion of the employee's probationary period. A permanent employee may be evaluated annually, and the evaluation may be completed by the employee's anniversary date and may be discussed with the employee within two (2) weeks of completion. The evaluation document shall contain ample space for the employee to

write comments and the employee shall be given an opportunity to do so prior to the employee's signing of the evaluation document.

4.02 - PERSONNEL FILES

An employee may inspect his personnel file at reasonable times. An employee may respond to anything in his file in writing; such response shall be part of the file. Access to personnel files shall be limited to authorized management personnel and the employee. Upon notice and at the employee's expense, the Employer shall make copies of the employee's file for the employee, but such charge may not exceed five dollars (\$5.00).

ARTICLE 5

GRIEVANCE PROCEDURE

5.01 - RULES

The parties agree that should any employee file a grievance alleging a violation of the Agreement taken by the Employer, such grievance shall be subject to the following rules:

- A. Failure of an employee or the Union to timely grieve or appeal constitutes waiver of the grievance or appeal.
- B. Failure of the Employer or a supervisor to timely answer a grievance or appeal constitutes denial of the grievance.
- C. Any grievance step, or part thereof, may be waived by mutual agreement of the Employer and the Union.
- D. The term "working days" as used in this Article means Monday through Friday, excluding holidays.
- E. All grievances, responses, and appeals must be in writing.
- F. A copy of all responses to a grievance or appeal must be presented or mailed within the time prescribed to the employee.
- G. Assignment to a job classification may be grieved by an employee or the Union. Such grievances shall start at Step 2.
- H. Grievance of a rejected transfer or job bid made pursuant to the Seniority Article shall start at Step 2.
- I. The Union may file a single grievance on behalf of a group of employees.
- J. Only alleged violations of this Agreement may be grieved.
- K. Disciplinary actions may be grieved starting at Step 2.

5.02 - GRIEVANCE STEPS

Informal Step: An employee shall discuss a complaint or problem orally with his/her immediate supervisor or his designated representative within four (4) work days following its occurrence in an effort to resolve the problem in an informal manner.

Grievance Steps:

Step 1. Within five (5) working days of the occurrence, or the employee's/Union's discovery of the occurrence, which gives rise to the grievance and after the informal step is unsuccessful, an employee may initiate a grievance by submitting it in written form to the supervisor. The written grievance shall include a brief factual description of the violation, cite the specific provision of the Agreement violated, state the remedy requested, and be dated and signed by the grievant. If no conference before the supervisor is requested by the grievant at the time the grievance is filed, the supervisor or his designee shall issue a written decision on the grievance with a copy to the employee within ten (10) working days

from the date the grievance was filed, or within ten (10) working days from the date a conference was held to discuss the grievance.

Step 2. If the supervisor's answer in Step 1 fails to resolve the grievance, the grievant shall refer the grievance to the Department Head. The Department Head shall meet with the grievant within ten (10) working days following receipt of the written appeal. The Department Head shall issue a written decision on the grievance with a copy to the grievant within ten (10) working days of the meeting. All parties shall be given the opportunity to present witnesses and evidence on their behalf at the meeting in Step 2. Time of said meeting shall be mutually agreed upon. If no mutual agreement occurs, the Department Head shall set a reasonable time for said meeting, which time shall be during normal working hours of the Department.

If the employee disagrees with the department head's response, the employee may request reconsideration by the department head. If reconsideration is requested, the department head shall, within 10 working days of the request, meet with the employee, the Union steward, the Union business representative, the Employer representative, and one member of the Board of Supervisors. All parties will have an opportunity to present evidence and arguments at this meeting concerning the grievance. The department head shall issue a written response by mailing such answer to the grievant, Union representative, Employer representative, and Board of Supervisors within 5 working days following the meeting.

Step 3. In the event that the grievance remains unresolved after the completion of Step 2, the grievance may be referred to arbitration by the Union serving a written request for arbitration upon the Employer within five (5) working days of its receipt of the Step 2 response. It is expressly agreed and understood that no employee or the Union shall have the right to compel the arbitration of a grievance without the consent of the other.

5.03 - SELECTION OF ARBITRATOR

The arbitrator shall be selected in the following manner:

A. By Agreement

The parties shall have a period of forty-eight (48) hours during which they may mutually agree on the selection of the person to serve as the arbitrator.

B. By Lot

In the event the parties are unable to agree, or the person agreed upon is not available, the PERB shall be requested to nominate a panel of five (5) arbitrators. Within ten (10) working days after the receipt of the panel names, representatives of the parties shall meet and each party shall alternately strike a name from the list of nominees until one remains. The winner of a coin flip shall have his choice of striking first or second. The arbitrator so selected shall be informed of his selection by the parties.

5.04 - PROCEDURES

The procedures to be followed in submitting the difference or dispute to the arbitrator shall be determined by the arbitrator himself. The arbitrator shall submit his decision in written form to both parties within thirty (30) days following the conclusion of the hearing(s), as the case may be. The costs incurred for the services of the arbitrator shall be borne and divided equally between the Employer and the Union. Any and all other expenses incurred with respect to the arbitration shall be paid by the party incurring said expenses.

5.05 - ARBITRATOR'S JURISDICTION

The decision of the arbitrator on the issues presented shall be final and binding. The arbitrator shall not have the right to add to, subtract from, modify or disregard any of the terms or provisions of this Agreement. Further, the foregoing provisions for arbitration are not intended to, nor shall they be construed to apply to any dispute as to the terms and provisions to be incorporated in any proposed new agreement between the parties, or to any matter that the laws of the State of Iowa require to be resolved otherwise.

5.06 - APPEALS

Any dispute between the parties as to the interpretation or construction to be placed upon the award made as hereinafter and above provided for, shall be submitted to the impartial arbitrator who made this award who may thereupon construe and interpret the award as far as may be necessary to clarify the same, but without changing the substance thereof and such interpretation and construction thereof shall be binding upon both parties.

5.07 - EMPLOYEE REPRESENTATION

An aggrieved person(s) shall have the right to be represented at all levels of the Grievance Procedure by a representative of their choice. The Union shall bear no obligation to pay for the expenses of representation provided by other than a Union representative.

5.08 - PRIVACY AT MEETINGS AND HEARINGS

All meetings conducted under the foregoing grievance Procedure shall be held in private and shall include only authorized representatives of the Employer, the Union, aggrieved person(s) and witnesses and their representatives. Hearings before the arbitrator shall be conducted in private as well.

5.09 - EMPLOYEE RIGHTS

Any employee presenting a grievance shall be free to do so without fear of interference, coercion, restraint, discrimination or reprisal.

ARTICLE 6

MEDIATION AND INTEREST IMPASSE PROCEDURES

6.01 - STATUTE COMPLIANCE

The Employer and the Union agree to utilize the impasse procedures for collective bargaining established by Chapter 20, Code of Iowa, and the administrative rules of the Iowa Public Employment Relations Board.

ARTICLE 7

SENIORITY

7.01 - SENIORITY DEFINITION

Seniority means a full time employee's length of continuous service with the County since their last date of hire. Seniority shall be administered on a Bargaining Unit basis and amended only per the provisions of this Agreement. A part-time employee who becomes a full time employee shall receive fifty percent (50%) of the employee's total part-time service as full time seniority, and be placed on the bargaining unit seniority list.

7.02 - NOTICE TO UNION AND EMPLOYEES

The Union shall be furnished with a seniority list and job classifications of all employees covered by this Agreement within thirty (30) days of July 1 each year. The same list shall be posted on one official bulletin board in each of the following buildings: Courthouse, Conservation Office, Administration Building and the Child Support Recovery Office. Employees shall have twenty (20) days from the date of the posting to object to the seniority list. If objection is made and the Employer is unable to satisfy the objection within twenty (20) days, the employee may file a grievance in accordance with the Grievance Procedures in the Agreement.

7.03 - TRANSFER

An employee may not more than once each six (6) months request a voluntary transfer of job assignment to a vacancy in the same job classification in a different department, or to the same or different job classification in the same department. Such a request for transfer shall be in writing by the employee to the Board and kept on file in the Board's office for one year. When a job vacancy occurs within the bargaining unit, the Board shall provide the Department Head filling the vacancy a list of all employees who have requested a transfer within that job classification. An employee requesting a transfer shall be granted the request, unless the Department Head determines the employee does not meet the minimum qualifications of the vacancy. Notice of the vacancy shall not be posted pursuant to 7.04 of this Article until all transfer requests within that classification have been disposed of. Multiple transfer requests shall be considered in order of seniority of the requestors, regardless of the time they are filed.

The Employer may involuntarily transfer an employee to a different job assignment within a job classification or to a different job classification or department. Such involuntary transfer shall not exceed thirty (30) calendar days. An employee temporarily transferred to a lower pay grade shall continue to receive their normal rate of pay. An employee temporarily transferred to a higher pay grade for more than one (1) pay period shall receive the higher rate of pay beginning with the first day of service in the higher pay grade.

7.04 - BIDDING

No permanent vacancy or newly-created job classification in the bargaining unit shall be filled by hire until such vacancy has been posted by the Employer on each of the official bulletin boards per 7.02 above for the period of three (3) working days, and present employees in the bargaining unit have had the opportunity to apply for such positions and have their applications considered. If such postings are not posted on all official bulletin boards as required above, such postings shall be posted for an additional one (1) working day in that facility. A copy of all job postings shall be mailed to the person designated by the Union's Business Representative. In determining the successful applicant, qualifications shall be the primary consideration. Where qualifications are equal, bargaining unit seniority shall govern. Seniority for part-time employee bidders shall be established by the part-time employees' dates of hire. All bargaining unit bidders shall receive an interview.

An employee bidding into a different classification shall be given up to thirty (30) working days to satisfactorily perform the job. During the thirty (30) working-day trial period, the employee shall receive actual training directly related to the work of the job. If such employee fails to satisfactorily perform the job within said period, he shall be returned to his former position.

Written notification shall be given to all unsuccessful bidders by the Department Head within three (3) working days following a selection or rejection of all bidders. Qualified applicants outside of the Unit may be considered by the Employer after said notifications are provided to those applicants from the bargaining unit.

7.05 - LAYOFF AND RECALL

When the working force is to be reduced, the Employer shall provide each affected employee a minimum of three (3) weeks notice and employees will be laid off in the following order: 1) temporary; 2) seasonal;

3) probationary; 4) part-time; 5) full-time. The employee with the least bargaining unit seniority in the classification affected shall be the first removed. Layoff and recall of part-time employees shall be determined by the part-time employees' dates of hire. No regular full-time employee shall be laid off in any classification until all temporary, seasonal, probationary, and part-time employees in the classification have been removed. The employee removed can then replace the employee with the least bargaining unit seniority in an equal or lower pay grade job classification provided the employee is qualified to perform the work, has greater seniority than the person being bumped, and provides a written election within one (1) week of the above layoff notice of the job classifications and/or positions that they elect to bump into. An employee who is bumped retains his bumping rights. Employees may accept layoff rather than exercise their bumping rights. The Employer shall notify employees being bumped by a laid off employee, and the employees shall have one (1) week to elect in writing a decision to exercise their bumping rights by identifying the job classification and/or positions that they elect to bump into. An employee who is laid off can exercise one (1) bump. The employee may not exercise multiple bumps in search of a position. An employee who exercises a bump shall have thirty (30) working days to prove their qualifications to perform the job. If an employee fails to prove their qualifications to perform the job, then the employee will be laid off, and the vacancy is then subject to the recall provisions of the collective bargaining agreement.

An employee whose position in a department is being eliminated, but who is not being laid off due to the employee's seniority, will be transferred to the least senior employee's position in the same job classification. A more senior employee being transferred due to elimination of their position in a department can elect to refuse the transfer, and instead choose layoff. However, the more senior employee who elects layoff shall not have bumping rights. A more senior employee who is transferred to a different department due to the layoff of a less senior employee in that job classification has transfer rights to return to their former department should a vacancy occur in that department. A more senior employee who is transferred to a different department may elect to accept a layoff within thirty (30) working days of the transfer. The vacancy is then subject to the recall provisions of the collective bargaining agreement.

Employees who exercise their bumping rights and temporary/seasonal/probationary employees have no recall rights. Employees on layoff shall not accrue seniority or other fringe benefits. Accruals at the time of layoff shall not be available for use during the layoff, but shall be available if the employee is recalled. Upon recall from layoff, employees will be returned to work in reverse order from which they were laid off if they are qualified to perform the work available.

An employee who is bumped out of a job, but remains employed has first recall rights to the position from which they were bumped, if it becomes vacant. If there is no current employee to fill that vacancy who was bumped from it, then the vacancy is posted for the transfer and bidding procedure. Any vacancy left over after the transfer and bidding procedures have been completed shall be offered to employees laid off out-the-door under recall provisions in order of seniority. All recall rights end after a period of twelve (12) continuous months of layoff from the date the employee's active employment status was suspended. Refusal to accept recall to a job classification other than the employee's original job classification shall not cause a forfeiture of the employee's recall rights. Employees to be recalled shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested to the last address shown on the Employer's records.

7.06 - LOSS OF SENIORITY

An employee shall lose his seniority and the employment relationship shall be broken and terminated as follows:

- A. Employee quits.
- B. Engaging in other work without prior approval while on unpaid leave of absence, or giving false reason for obtaining an unpaid leave of absence.

- C. Two (2) consecutive days of absence without notice to the Employer, unless evidence satisfactory to the Employer is presented showing the employee was physically unable to give notice.
- D. Failure to report for work upon expiration of a leave of absence.
- E. Failure to report for work within five (5) working days after being notified to return following layoff when notice is given as provided in 7.05 above.
- F. When continuous period of layoff exceeds one (1) year.
- G. Employee retires.
- H. Any termination for just cause.

It is the employee's responsibility to keep the Employer informed of his current address and telephone number.

7.07 - PRESERVATION OF SENIORITY DURING COUNTY EMPLOYMENT

When an employee leaves a job classification included within the Bargaining Unit, and remains an employee of the County, their Unit seniority shall be frozen as of the date they leave the Bargaining Unit job classification, but shall remain available for use by the employee for so long as they remain an employee of the County should they return to the Bargaining Unit.

ARTICLE 8

JOB CLASSIFICATIONS AND COMPENSATION

8.01 - JOB CLASSIFICATIONS AND PAY GRADES

For the purpose of the administration of the Agreement, the employees within the Bargaining Unit shall be divided into the following job classifications, which shall be assigned to the designated Pay Grades:

<u>Job Classification</u>	<u>Pay Grade</u>
Seasonal Concession Worker	1
Mail Clerk/Switchboard	2
Seasonal Lead Concession Worker	2
Custodian	3
Clerk I	4
Account Clerk I	4
Secretary I	4
Seasonal Park Maintenance Worker	4
Seasonal Roadside Worker	4
Clerk II	5
Account Clerk II	5
Secretary II	5
Maintenance Worker I	5

Secretary III	6
General Relief Worker	6
Roadside Technician	6
Protective Payee	6
Child Support Recovery Officer	7
Maintenance Worker II	7
Systems Operator	7
Administrative Office Assistant	7
Paralegal	7
Maintenance Worker III	8
Park Ranger	8
Naturalist	8
Medicaid Case Manager	9
Case Monitor	9
Park Officer	10
Environmental Education Coordinator	10
Roadside Biologist	10
Information Technology Specialist	12
Main Systems Programmer	12

8.02 - WAGE RATES

- A. Employees shall be compensated for their regular straight-time hours worked pursuant to 8.01 and the schedule set forth in Exhibit A, copies of which are attached hereto and incorporated herein by this references as though fully set forth. Exhibit A shall be utilized in the placement of new hires and administration of this Agreement. Persons shall begin at the Start wage rate and move to the Six Month wage rate upon completion of six months of service from the employee's date of hire.
- B. All hourly wage rates in Exhibit C January, 2006 – June, 2006 shall be increased by the amount of thirty cents (\$.30) effective July 1, 2006, and an additional twenty cents (\$.20) effective January 1, 2007, and an additional fifty cents (\$.50) effective July 1, 2007.
- C. All employees who have not reached the top step of the employee's pay grade shall receive an hourly wage increase to the next higher step in the employee's pay grade on the employee's anniversary date pursuant to 8.04 (A).
- D. Employees eligible to receive longevity pay per 8.07 shall receive the proper amount of longevity on the first payday in November of each year.

8.03 - JOB CLASSIFICATIONS

The job classifications and job titles in effect on the first effective date of this Agreement shall not be changed during the effective period of the Agreement, unless the Employer notifies the Union with a request to meet and bargain a change in job classifications or job titles. The Union shall not refuse to meet

with the Employer on this subject. If no agreement is reached between the parties, the dispute shall be submitted to an independent arbitrator for resolution. Disputes as to the inclusion or exclusion of a position within the bargaining unit shall be submitted to the Public Employment Relations Board for resolution.

8.04 - EFFECT OF JOB CLASSIFICATIONS CHANGES

A change in employee classification will affect pay status as follows:

- A. Length of Service
Employees shall advance to the next step on the pay grade for that job classification upon meeting the required number of months or years of service based on the employee's length of service in that pay grade.
- B. Increase in Pay Grade
An employee who successfully bids or is transferred to a job classification in a higher pay grade shall be placed on a step equal to his former rate of pay step or the next higher hourly rate of pay if the former pay step does not exist in the new pay grade. For purposes of within pay grade step increases, the effective date for such increases shall be the date upon which the employee began work in the new pay grade.
- C. Decrease in Pay Grade
An employee who successfully bids or is transferred or bumped to a job classification in a lower pay grade shall be placed on a step equal to his former rate of pay step or the next lower hourly rate of pay if the former pay step does not exist in the new pay grade. For purposes of within pay grade step increases, the effective date for such increases shall be the date upon which the employee began work in the new pay grade.
- D. Return from Layoff
When an employee, following layoff, is recalled in the same classification from which he was laid off, he shall be placed in the same pay step that he occupied at the time of layoff. When the employee is re-employed in a classification having a lower pay grade, his rate of pay shall be the same as that at the time of layoff, provided that the pay grade contains that rate; otherwise his rate of pay shall be the next lower hourly rate of pay compared to his former wage rate.

8.05 – MILEAGE

Employees shall be paid a mileage allowance for all Employer-required use of an employee's personal vehicle. Mileage will be paid at the same rate as the County may charge to any third party for reimbursement, but not less than thirty (30) cents per mile. Payment for same will be allowed once per month.

8.06 - PAY PERIODS

Time sheets are to be turned in to the Department Head on Monday following each two (2) week pay period. Paychecks will be issued on the Friday following the end of the pay period. In the event pay day is a holiday, paychecks shall be issued on the last workday prior to the holiday. Employees who elect to receive paychecks by direct deposit shall do so by a written notice to the Employer.

8.07 - LONGEVITY PAY

Eligibility guidelines for, and amounts of, longevity pay are set forth below. Eligible part-time employees shall receive longevity pay pro-rated as a percentage of a full time employee pursuant to 1.02. Eligible employees shall receive longevity pay in a lump sum on the first pay day in November (based on seniority as of November 1), or in a lump sum upon termination of employment, whichever is earlier in the calendar year.

After 4 – 8 years	\$300
After 9 – 13 years	\$400
After 14 – 18 years	\$500
After 19 years	\$600

ARTICLE 9

HOURS OF WORK AND OVERTIME

9.01 - WORK WEEK

The work week for the purposes of computing overtime will begin at 12:01 A.M. Sunday and end at 12:00 Midnight Saturday. The normal work week for full time employees shall consist of at least forty (40) hours scheduled as five days of work within a work week. Starting and ending hours of work shall be determined by the County and posted. The regular work day and the regular work week shall not be construed as a guarantee of any number of hours of work per day or per week, or as a limitation of the number of hours per day or per week which the Employer may schedule.

9.02 - OVERTIME

Overtime shall be paid for at the rate of time and one-half (1 1/2) the employee's straight-time hourly rate for each hour worked in excess of forty (40) hours in any work week. Work performed on an employee's regularly scheduled day off will be paid at the overtime rate. Overtime shall not be paid more than once for the same hours worked. Holidays will count as time worked for the purpose of computing overtime.

In the distribution of overtime opportunities, the Employer will try to apportion such opportunities as equally as possible among the qualified employees in the job classification who would normally perform the work if it were done during the regular working hours.

9.03 - COMPENSATORY TIME

Employees may elect to receive overtime compensation in either cash payment or compensatory time off. Compensatory time off shall be at the rate of one and one-half (1 1/2) hours of compensatory time for one (1) hour of overtime worked. The use of compensatory time off shall be scheduled with the employee's supervisor's permission. Employees may accumulate and carryover from year to year up to two hundred forty (240) hours of compensatory time. The use of compensatory time shall be paid to the employee at the same hourly rate as which the compensatory time was originally accrued.

9.04 - BREAK PERIODS

The Employer shall grant, with pay, two (2) rest periods of fifteen (15) minutes duration. Scheduling of breaks are at the discretion of the department head.

9.05 - MEAL PERIOD

The Employer shall grant without pay, a meal period for all employees. The unpaid meal period shall be thirty (30) minutes in duration. Meal periods shall be scheduled as near to the middle of the shift as possible.

9.06 - CALL IN PAY

An employee who is called in to work outside of his regularly scheduled shift shall be provided at least one (1) hour of work paid at the overtime rate. This provision shall not apply to an early start or extension to an employee's regularly scheduled shift. Except for nurses and homemaker/health aides, employees shall not be paid for the time spent traveling to and from the work place to answer the call-in.

9.07 - INCLEMENT WEATHER CLOSING

In case of snowy or stormy weather conditions that result in the work place being closed by the Employer, employees shall receive their normal day's pay.

9.08 - FLEX TIME

Flex-time arrangements may vary the hours and schedules of individual employees, if voluntarily agreed to by the employee and the department head. Flex-time shall not cause any increase or loss of wages or benefits. Flex-time arrangements include:

- A. variable starting and ending times;
- B. compressed work week, such as four (4)-ten (10) hour days or four (4)-nine (9) hour days with one (1)-four (4) hour day;
- C. scheduling of paid break(s) with the unpaid meal period;
- D. other mutually agreeable flexible hour concepts, so long as the arrangement is on a regularly scheduled basis.

9.09 - INSERVICE MEETINGS

Employees shall be paid for all hours of classroom attendance up to eight (8) hours per day at Employer-required inservice meetings, training sessions, and staff meetings at the employee's regular rate of pay, or the overtime rate if applicable. The employee's regular schedule shall not be changed to avoid the payment of overtime.

All driving time by an employee going directly to and from an out-of-county class or educational meeting shall be compensated at the applicable rate of pay. Only drivers are eligible for pay outside of the employee's normal hours of work, riders are not.

ARTICLE 10

LEAVES OF ABSENCE

10.01 - SICK LEAVE ACCUMULATION

Each regular full time employee shall accrue sick leave at the rate of one (1) day per month of continuous employment. The accrual shall be credited the first pay check of the following month. Maximum accumulation shall be one hundred (100) days.

10.02 - USE OF SICK LEAVE

Accumulated sick leave may be used for any of the following:

- A. If the employee is medically unable to work.
- B. A maximum of four (4) days per year for illness of a member of the employee's immediate family.
- C. Day of surgery for spouse or child. Item "B" is separate from this item.
- D. Medical or dental appointments which cannot be scheduled during non-working hours.

10.03 - SICK LEAVE VERIFICATION

The Employer reserves the right to require satisfactory proof of illness, which may include a physician's statement or other evidence. Unauthorized use of sick leave will result in loss of pay for the duration of the absence, and may be considered grounds for further disciplinary action.

10.04 - SICK LEAVE NOTIFICATION

When absences due to sickness are necessitated, the employee shall notify the supervisor prior to the beginning of his scheduled reporting time. Failure to do so without a bona fide reason shall result in the employee being considered absent without leave, and subject to disciplinary action.

10.05 - SICK LEAVE CONVERSION

In a calendar quarter, if no sick leave is used, the employee earns eight (8) hours of paid time off work. No earned time can be carried over to the next calendar year except time earned in the last quarter.

10.06 - BEREAVEMENT LEAVE ELIGIBILITY

Each regular full time employee shall be eligible for a paid leave of absence for a death in the immediate family as follows:

- A. Death of Spouse or Child - five (5) work days.
- B. Others in Immediate Family - three (3) work days.
- 3. Funeral of an Employee's aunt, uncle, niece, nephew, cousin - ½ day (4 hours) Employer may require proof that the employee attended the funeral.
- D. Persons Outside of Immediate Family - one (1) unpaid day.

10.07 - BEREAVEMENT LEAVE ADMINISTRATION

Only days absent which would have been compensable work days will be paid. No payment will be made during vacations, holidays, layoffs, or leaves of absence. Payment will be made on the basis of the employee's normal work day's pay. The employee must attend the funeral to qualify for funeral leave pay.

10.08 - PALLBEARER LEAVE

Employees shall be granted one-half (1/2) day off with pay for services as a pallbearer. In addition, the Employer may grant time off with pay for employees to attend the funeral of another County employee or former employee.

10.09 - JURY DUTY LEAVE

Any employee selected for jury duty shall receive a paid leave of absence for the time he spends on such duty. If an employee is called for jury duty, the employee should promptly notify his immediate supervisor. Said employee shall receive the normal work day's pay and shall return to the Employer pay received as a juror, except mileage. An employee who is summoned for jury duty but is not selected, or an employee who is released from jury duty with an hour or more remaining on the employee's shift shall return to work.

10.10 - WITNESS LEAVE

If an employee is subpoenaed as a witness in a court action not involving criminal or civil action by or against the employee, he shall receive a paid leave of absence for time he spends on such duty. Said employee shall receive the normal work day's pay and shall return to the Employer pay received as a witness, except mileage. Employees who are subpoenaed to testify on matters arising from or relating to their employment shall continue to be paid their regular hourly rate, or the overtime rate if eligible, for the time spent as a witness.

10.11 - MILITARY LEAVE

Chapter 29A.28, Code of Iowa, shall govern military leave. The Universal Military Training and Service Act shall govern re-employment rights.

10.12 - UNPAID LEAVE

Non-probationary employees may be eligible for unpaid leaves of absence. An employee who fails to return to work at the end of an unpaid leave of absence shall be deemed to have voluntarily quit, or, if applicable, voluntarily retired on the last day of work prior to the leave. Unpaid leave of absence for a limited period may be granted for any purpose reasonable in the judgment of the Department Head. The Department Head's decision is final and not grievable.

10.13 - BENEFITS DURING UNPAID LEAVE

During an unpaid leave of absence of more than thirty (30) calendar days the employee:

- A. Shall not receive any fringe benefits, except that the employee may purchase health insurance coverage at the employee's own expense.
- B. Shall not accrue seniority, and shall have his anniversary date adjusted to reflect the length of the unpaid leave.
- C. Shall not accrue sick leave, vacation, or other forms of leave.

10.14 - DISABILITY/INJURY LEAVE

An employee off work due to an on-the-job injury or illness covered by Worker's Compensation may elect to receive their normal pay from the Employer for the time off work. If an employee elects in writing to receive their normal pay, the Worker's Compensation check received by the employee will be signed over to the County. The difference between the normal pay and Worker's Compensation will be deducted on a pro rata basis to the nearest hour from the employee's accumulated sick leave. If the employee has no earned sick leave, then the employee retains the Worker's Compensation check and receives no pay from the Employer. An employee on Worker's Compensation shall continue to receive all Employer-paid benefits received by other employees.

10.15 - FEDERAL FAMILY AND MEDICAL LEAVE

- A. An Employee who requests and is granted a leave of absence pursuant to the 1993 Federal Family and Medical Leave Act (hereinafter called FMLA) shall have the option of substituting for unpaid leave any accrued paid leave (i.e. sick leave, vacation, compensatory time, personal leave) that the employee had accumulated prior to the start of the leave of absence within the following restrictions:
 - 1) An employee may use all, part, or none of the employee's accrued vacation, personal leave, and compensatory time for any FMLA purpose.
 - 2) An employee may use all, part, or none of the employee's accrued sick leave if the reason for the FMLA leave is the employee's own medical condition, except that the use for maternity purposes will be restricted to a total of twelve (12) weeks of sick leave before and after the birth unless extended by a doctor's medical certification that the employee's continued absence from work is necessary.
 - 3) An employee may designate up to one-half of the employee's accrued sick leave at the time of the FMLA request for the purposes of placement with the employee of a child for adoption or foster care, paternity leave, or care for a seriously-ill spouse, child, or parent as defined by the FMLA statute and regulations. The employee exercising the option of paid FMLA leave shall designate in writing to the Employer the type of paid leave to be used and the maximum amount of such leave that may be deducted from the employee's

accumulated leave totals. Deductions from the employee's paid leave accumulations shall not exceed the actual amounts of FMLA leave taken. The Employer may not designate leave taken pursuant to this Agreement, which was not requested under the FMLA as FMLA leave.

- B. An employee who is on a paid FMLA leave absence shall continue to accrue seniority under the bargaining unit contract. An employee who is on an unpaid FMLA leave of absence shall be treated for seniority purposes as if the employee was on an Unpaid Leave of Absence under the bargaining unit contract. In addition to the twelve (12) weeks of FMLA leave, employees shall also be eligible to receive a leave of absence pursuant to Article 10.12 of the collective bargaining agreement under the terms and conditions established by the Agreement.
- C. During any period of FMLA leave, the Employer shall continue coverage of all insurance benefits (life insurance, etc.) as if the employee was actively at work. Paid holidays occurring during a FMLA in which the employee has designated paid leave shall be paid pursuant to the collective bargaining agreement. Designated holidays will not be paid if the employee is on unpaid FMLA leave.
- D. The twelve (12) week limitation of FMLA shall be computed on a fiscal year basis from July 1 through the following June 30.
- E. Any violation either of the FMLA or of any state laws relating to family and medical leave shall be subject to the grievance and arbitration provisions of this Agreement. Any remedies provided for in those laws as well as any remedies applicable to any other violation of this Agreement shall be applicable to any violation of such laws.

10.16 - PERSONAL LEAVE

Each employee shall receive two (2) paid personal day per year, and such personal days may not be carried over past the employee's anniversary date. A personal day may be used by the employee for whatever purpose the employee chooses, and may be used in one-half (1/2) day increments. Employees must obtain approval from their immediate supervisor at least twenty-four (24) hours prior to the personal day requested, except in verifiable emergencies when the employee should notify his supervisor prior to the start of his shift.

ARTICLE 11 HOLIDAYS

11.01 - DESIGNATED HOLIDAYS

All employees are eligible for ten (10) paid holidays:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Eve
Labor Day	Christmas Day

11.02 - PAY FOR HOLIDAYS

Eligible employees shall receive a normal work day's pay for each of the holidays set forth in 11.01. Employees who are scheduled to work or called in to work on any of the recognized holidays in 11.01,

shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate for all hours worked on the holiday, plus the paid holiday at the normal work day's pay.

11.03 - ELIGIBILITY FOR HOLIDAY PAY

To be eligible for holiday pay, an employee must have worked the last full scheduled work day immediately before and the first full scheduled work day immediately after such holiday. If the employee is absent only the last scheduled day before, or the first scheduled day after the holiday, as a result of personal illness substantiated by a medical doctor's written statement, on-the-job injury, or other paid leave in the Agreement, the employee shall be considered as having met these requirements. Any employee on unpaid leave or layoff is not eligible for holiday pay.

11.04 - HOLIDAY DURING VACATION

An employee shall be entitled to an additional vacation day when a holiday occurs during their time off work due to vacation.

11.05 - DAY OF CELEBRATION

A holiday occurring on Saturday shall be observed on the Friday preceding and a holiday occurring on Sunday shall be observed on the following Monday.

ARTICLE 12 **VACATION**

12.01 - ELIGIBILITY FOR VACATION PAY

Each eligible employee shall be entitled to a vacation with pay in accordance with the following schedule. Vacation will be credited and available for use each year on the employee's anniversary date. Vacation shall be used within twelve months from the employee's anniversary date, except as provided in 12.04, or it shall be forfeited. A day of vacation pay will equal the employee's normal work day's pay.

<u>Length of Service</u>	<u>Amount of Vacation</u>
Upon the completion of 1 or more years service	10 days
Upon the completion of 7 or more years service	15 days
Upon the completion of 15 or more years service	20 days
Upon the completion of 21 or more years	25 days

12.02 - SCHEDULING OF VACATION

In determining vacation periods, the Department Head shall give consideration to employee's preferences, and in case of conflict, a first come – first served basis shall govern. However, no vacation period may be scheduled more than one (1) year in advance of the start of the vacation requested. Vacation requests must be dated and submitted in writing to the Department Head, and the Department Head shall provide a written response in a timely manner. The employee shall give one (1) week's notice for one (1) day of vacation, provided however a Department Head may waive the notice requirement, and employees who have completed less than seven years of service may only take one (1) week of vacation in one (1) day

increments and employees who have completed seven years or more of service may only take two (2) weeks of vacation in one (1) day increments.

12.03 - VACATION PAY UPON TERMINATION

Upon termination in good standing from County service, an employee shall be paid for all unused vacation, unless the employee failed to give twenty (20) calendar days notice to the Department Head before quitting or retiring. The Board may waive the twenty (20) calendar days notice requirement for extraordinary circumstances.

12.04 - VACATION BANK

Unused accumulated vacation shall be considered "banked" with the Employer. An employee may use vacation as follows:

- A. Use earned vacation for vacation.
- B. "Bank" and carryover to the next year a maximum of five (5) days of vacation unused from previous years on the employee's anniversary date.

ARTICLE 13

INSURANCE

13.01 – HEALTH and DENTAL INSURANCE

The Employer shall provide full-time employees and their dependents with health, prescription drug, and dental insurance coverage at no cost to the employee other than those coverage requirements listed below. An employee electing family dental coverage shall pay the monthly premium difference between the single and family premium deducted equally from each pay check. The monthly cost of health insurance premiums for part-time employees shall be as provided in this collective bargaining agreement.

The Employer shall have the exclusive right to select the carrier for such insurance without reduction or change in benefits. Should the Employer determine to change carriers, the employees and the Union shall be notified in advance of the effective date of the change. Coverage levels substantially comparable to those in effect on July 1, 2002 as agreed to with the Union on February 7, 2002 shall be maintained, and shall include the following basic benefits. Insurance coverage will begin the first day of the month following the first thirty (30) days of employment for new employees, and the first day of return for any employee returning from a leave of absence who did not elect to continue coverage during the leave.

	<u>Single Plan</u>	<u>Family Plan</u>
<u>Medical Benefits Plan</u>		
Deductible – upfront*	\$400	\$800
OOPM – include with deductible*	\$1,000	\$2,000
Add out-of-network OOPM	\$2,000	\$4,000
Co-Insurance		
in-network	85%/15%	85%/15%
out-of-network	75%/25%	75%/25%

*Deductible paid before any other benefits, except for routine physical and Well Child care. The deductible is included in the out-of-pocket maximum cost. Routine physical coverage is 100% for the first \$200 every two years for persons under age 40, and \$350 per calendar year for persons age 40 and older.

Prescription Drugs

Co-payments per prescription - Retail – generic	\$10.00
Retail – brand	\$30.00
Mail – generic	\$20.00
Mail – brand	\$60.00

** No deductible. Co-payments are separate from medical. Only the generic value will be paid by the carrier when a person elects a brand name drug, if a generic is available and approved for use by the physician.

Dental Benefits

Deductible ***	\$50	
Annual maximum benefit per person	\$750	
Dental plan benefit level	- preventive services	100%
	- basic services	80%
	- major services	50%
	- orthodontia	35%

***The deductible is separate from medical, and preventive services are not subject to the deductible.

***Orthodontia coverage limited to dependent children with a lifetime maximum of \$1500 per person.

***There shall be an open enrollment period of thirty days to add or drop family dental coverage without consideration of qualifying events to be effective January 1, 2007.

13.02 - LIFE INSURANCE

The Employer agrees to provide, at no cost to the Employee, term life insurance, through a group policy, in an amount of not less than \$10,000 per employee.

13.03 – INSURANCE COMMITTEE

There shall be a Clinton County Insurance Committee comprised of two representatives from each bargaining unit selected by the Union and six representatives for non-bargaining unit employees selected by the Employer. The Committee shall elect two co-chairs one from the bargaining unit committee members and one from the non-bargaining unit committee members, and the co-chairs shall be responsible for establishing an agenda for each meeting. The agenda shall include a review of monthly income and expenditures of the County's self-insurance fund, and consideration of recommendations to the Employer and the Union on plan and benefit design changes and cost-saving measures. The Committee shall meet not less than once each calendar quarter, and may meet more frequently as decided by a majority of the committee members. Members will be released from work without loss of pay to attend committee meetings.

13.04 PRE-TAX REIMBURSEMENT ACCOUNT.

All employees eligible to participate in the health insurance program may participate in the Employer's flexible spending plan which, under IRS regulations, allows employees to pay for health care and dependent care from pre-tax dollars.

ARTICLE 14

SAFETY AND HEALTH

14.01 - SAFETY AND HEALTH RULES

The Employer will make reasonable rules and provisions for the safety and health of its employees during the hours of their employment. The employees covered by this Agreement shall make every reasonable effort to comply with the safety and health rules of the Employer. Safety and health concerns and complaints shall first be discussed at Labor-Management Committee meetings. Issues that cannot be resolved may be proper subjects for the grievance procedure.

14.02 - INJURY REPORTS

An employee who is injured on the job must report the injury to a supervisor by the end of the work day. An injured employee shall be provided with transportation, if it is necessary, to take him or her to a doctor or to a hospital.

14.03 - PAY STATUS WHEN INJURED

When an employee is injured in the course of employment, the Employer shall pay the employee at his hourly rate of pay for the time lost the day of the injury, if it is necessary to send the employee to first aid facilities or to a doctor. If such doctor sends the employee home or the employee is hospitalized, the Employer shall pay the employee his hourly rate of pay for the remainder of the shift the day of the injury.

14.04 - PHYSICAL EXAMINATIONS

Any physical examination required by the Employer shall be at the Employer's expense. In the event it is necessary for the Employer to schedule such examinations during the employee's regular working hours, the employee will suffer no loss in pay and no sick leave hours will be deducted from the employee's account.

ARTICLE 15

MISCELLANEOUS

15.01 - SEPARABILITY AND SAVINGS

If any Article or Section of this Agreement, or any Addendum thereto, should be held invalid by operation of law, or by any court or agency of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by any court or agency, the remainder of this Agreement, and all Addendums thereto, shall not be effected thereby, and the remainder of this Agreement, and any Addendums attached thereto, shall remain in full force and effect for the life of this Agreement.

15.02 - MAINTENANCE OF STANDARDS

During the term of this Agreement, any portion of said Agreement, which is a mandatory subject of bargaining under Chapter 20, Code of Iowa, shall not be changed except by mutual agreement of the Employer and the Union.

15.03 - WAIVER

No waiver or variation of the terms of this Agreement shall be made in this Agreement by an Employer representative, or any individual employee or group of employees unless the waiver or variation is made with the full knowledge, sanction, and consent of the Board and the Union Business Representative. Further, any unauthorized waiver or variation of the terms of this Agreement by either party shall not constitute a precedent for future enforcement of all terms and conditions included therein.

15.04 - NOTICE AND CONTINUITY OF AGREEMENT

This Agreement shall be renewed year to year after June 30, 2006, unless either party gives notice in writing of a desired change in this contract no later than November 15 of the year immediately prior to the June 30 expiration date of this contract.

15.05 - EFFECTIVE PERIOD

This Agreement shall be effective from July 1, 2006 and shall continue to remain in full force and effect until its expiration on June 30, 2008.

15.06 - SIGNATURES AND WITNESS

In witness thereof, the parties hereto have caused this contract to be executed by their duly authorized representatives this 16th of June, 2006.

CLINTON COUNTY, IOWA

PUBLIC PROFESSIONAL AND
MAINTENANCE EMPLOYEES

By its Board of Supervisors

Revis R. Tobey
Jim M. Dawson
Grant H. D. Wilke

By its Bargaining Team

Patricia Pfeiffer
Michelle M. Andresen

By the Employer's Representative

[Signature]

By the Union's Representative

Joseph C. Rosmann

EXHIBIT A

Effective July 1, 2006 thru December 20, 2006 – 30 cent increase

PAY GRADE 1

Job Classifications: Seasonal Concession Worker

Hourly Rate:	Start	6 mo's	1 yr.	2 yr.	3 yr.
	7.66	7.95	8.25	8.60	8.95

PAY GRADE 2

Job Classifications: Mail Clerk/Switchboard, Seasonal Lead Concession Worker

Hourly Rate:	Start	6 mo's	1 yr.	2 yr.	3 yr.
	8.66	8.95	9.25	9.60	9.95

PAY GRADE 3

Job Classifications: Custodian

Hourly Rate:	Start	6 mo's	1 yr.	2 yr.	3 yr.
	9.66	9.95	10.25	10.60	10.95

PAY GRADE 4

Job Classifications: Clerk I, Account Clerk I, Secretary I, Seasonal Park Maintenance Worker, Seasonal Roadside Worker

Hourly Rate:	Start	6 mo's	1 yr.	2 yr.	3 yr.
	10.41	10.95	11.25	11.60	11.95

PAY GRADE 5

Job Classifications: Clerk II, Account Clerk II, Secretary II, Maintenance Worker I

Hourly Rate:	Start	6 mo's	1 yr.	2 yr.	3 yr.	4 yr.
	11.16	11.58	12.00	12.35	12.70	13.05

PAY GRADE 6

Job Classifications: Secretary III, General Relief Worker, Protective Payee, Roadside Technician

Hourly Rate:	Start	6 mo's	1 yr.	2 yr.	3 yr.	4 yr.
	12.16	12.58	13.00	13.35	13.70	14.05

Exhibit "A" page 2 – July 1, 2006 through December 31, 2006 – 30 cent increase

PAY GRADE 7

Job Classifications: Maintenance Worker II, Systems Operator, Administrative Office Assistant, Child Support Recovery Officer, Paralegal

Hourly Rate:	Start	6 mo's	1 yr.	2 yr.	3 yr.	4 yr.
	12.91	13.46	14.00	14.35	14.70	15.05

PAY GRADE 8

Job Classifications: Maintenance Worker III, Park Ranger, Naturalist

Hourly Rate:	Start	6 mo's	1 yr.	2 yr.	3 yr.	4 yr.
	13.91	14.46	15.00	15.35	15.70	16.05

PAY GRADE 9

Job Classifications: Medicaid Case Manager, Case Monitor

Hourly Rate:	Start	6 mo's	1 yr.	2 yr.	3 yr.	4 yr.
	14.76	15.31	15.85	16.20	16.55	16.90

PAY GRADE 10

Job Classifications: Park Officer, Environmental Education Coordinator, Roadside Biologist

Hourly Rate:	Start	6 mo's	1 yr.	2 yr.	3 yr.	4 yr.
	15.76	16.31	16.85	17.20	17.55	17.90

PAY GRADE 11

Job Classifications:

Hourly Rate:	Start	6 mo's	1 yr.	2 yr.	3 yr.	4 yr.
	16.76	17.31	17.85	18.20	18.55	18.90

PAY GRADE 12

Job Classifications: Main Systems Programmer, Information Technology Specialist

Hourly Rate:	Start	6 mo's	1 yr.	2 yr.	3 yr.	4 yr.
	17.76	18.31	18.85	19.20	19.55	19.90

EXHIBIT 'B'

Effective January 1, 2007 thru June 30, 2007 – 20 cent increase

PAY GRADE 1

Job Classifications: Seasonal Concession Worker

Hourly Rate:	Start	6 mo's	1 yr.	2 yr.	3 yr.
	7.86	8.15	8.45	8.80	9.15

PAY GRADE 2

Job Classifications: Mail Clerk/Switchboard, Seasonal Lead Concession Worker

Hourly Rate:	Start	6 mo's	1 yr.	2 yr.	3 yr.
	8.86	9.15	9.45	9.80	10.15

PAY GRADE 3

Job Classifications: Custodian

Hourly Rate:	Start	6 mo's	1 yr.	2 yr.	3 yr.
	9.86	10.15	10.45	10.80	11.15

PAY GRADE 4

Job Classifications: Clerk I, Account Clerk I, Secretary I, Seasonal Park Maintenance Worker and Seasonal Roadside Worker

Hourly Rate:	Start	6 mo's	1 yr.	2 yr.	3 yr.
	10.61	11.15	11.45	11.80	12.15

PAY GRADE 5

Job Classifications: Clerk II, Account Clerk II, Secretary II, Maintenance Worker I

Hourly Rate:	Start	6 mo's	1 yr.	2 yr.	3 yr.	4 yr.
	11.36	11.78	12.20	12.55	12.90	13.25

PAY GRADE 6

Job Classifications: Secretary III, General Relief Worker, Protective Payee, Roadside Technician

Hourly Rate:	Start	6 mo's	1 yr.	2 yr.	3 yr.	4 yr.
	12.36	12.78	13.20	13.55	13.90	14.25

Exhibit "B" – page 2 – January 1, 2007 – June 30, 2007 – 20 cent increase

PAY GRADE 7

Job Classifications: Maintenance Worker II, Systems Operator, Administrative Office Assistant, Child Support Recovery Officer, Paralegal

Hourly Rate:	Start	6 mo's	1 yr.	2 yr.	3 yr.	4 yr.
	13.11	13.66	14.20	14.55	14.90	15.25

PAY GRADE 8

Job Classifications: Maintenance Worker III, Park Ranger, Naturalist

Hourly Rate:	Start	6 mo's	1 yr.	2 yr.	3 yr.	4 yr.
	14.11	14.66	15.20	15.55	15.90	16.25

PAY GRADE 9

Job Classifications: Medicaid Case Manager, Case Monitor

Hourly Rate:	Start	6 mo's	1 yr.	2 yr.	3 yr.	4 yr.
	14.96	15.51	16.05	16.40	16.75	17.10

PAY GRADE 10

Job Classifications: Park Officer, Environmental Education Coordinator, Roadside Biologist

Hourly Rate:	Start	6 mo's	1 yr.	2 yr.	3 yr.	4 yr.
	15.96	16.51	17.05	17.40	17.75	18.10

PAY GRADE 11

Job Classifications:

Hourly Rate:	Start	6 mo's	1 yr.	2 yr.	3 yr.	4 yr.
	16.96	17.51	18.05	18.40	18.75	19.10

PAY GRADE 12

Job Classifications: Main Systems Programmer, Information Technology Specialist

Hourly Rate:	Start	6 mo's	1 yr.	2 yr.	3 yr.	4 yr.
	17.96	18.51	19.05	19.40	19.75	20.10

EXHIBIT C

Effective July 1, 2007 thru June 30, 2008 – 50 cent increase

PAY GRADE 1

Job Classifications: Seasonal Concession Worker

Hourly Rate:	Start	6 mo's	1 yr.	2 yr.	3 yr.
	8.36	8.65	8.95	9.30	9.65

PAY GRADE 2

Job Classifications: Mail Clerk/Switchboard, Seasonal Lead Concession Worker

Hourly Rate:	Start	6 mo's	1 yr.	2 yr.	3 yr.
	9.36	9.65	9.95	10.30	10.65

PAY GRADE 3

Job Classifications: Custodian

Hourly Rate:	Start	6 mo's	1 yr.	2 yr.	3 yr.
	10.36	10.65	10.95	11.30	11.65

PAY GRADE 4

Job Classifications: Clerk I, Account Clerk I, Secretary I, Seasonal Park Maintenance Worker, Seasonal Roadside Worker

Hourly Rate:	Start	6 mo's	1 yr.	2 yr.	3 yr.
	11.11	11.65	11.95	12.30	12.65

PAY GRADE 5

Job Classifications: Clerk II, Account Clerk II, Secretary II, Maintenance Worker I

Hourly Rate:	Start	6 mo's	1 yr.	2 yr.	3 yr.	4 yr.
	11.86	12.28	12.70	13.05	13.40	13.75

PAY GRADE 6

Job Classifications: Secretary III, General Relief Worker, Protective Payee, Roadside Technician

Hourly Rate:	Start	6 mo's	1 yr.	2 yr.	3 yr.	4 yr.
	12.86	13.28	13.70	14.05	14.40	14.75

Exhibit "C" – page 2 – July 1, 2007 thru June 30, 2008 – 50 cent increase

PAY GRADE 7

Job Classifications: Maintenance Worker II, Systems Operator, Administrative Office Assistant,
Child Support Recovery Officer, Paralegal

Hourly Rate:	Start	6 mo's	1 yr.	2 yr.	3 yr.	4 yr.
	13.61	14.16	14.70	15.05	15.40	15.75

PAY GRADE 8

Job Classifications: Maintenance Worker III, Park Ranger, Naturalist

Hourly Rate:	Start	6 mo's	1 yr.	2 yr.	3 yr.	4 yr.
	14.61	15.16	15.70	16.05	16.40	16.75

PAY GRADE 9

Job Classifications: Medicaid Case Manager, Case Monitor

Hourly Rate:	Start	6 mo's	1 yr.	2 yr.	3 yr.	4 yr.
	15.46	16.01	16.55	16.90	17.25	17.60

PAY GRADE 10

Job Classifications: Park Officer , Environmental Education Coordinator, Roadside Biologist

Hourly Rate:	Start	6 mo's	1 yr.	2 yr.	3 yr.	4 yr.
	16.46	17.01	17.55	17.90	18.25	18.60

PAY GRADE 11

Job Classifications:

Hourly Rate:	Start	6 mo's	1 yr.	2 yr.	3 yr.	4 yr.
	17.46	18.01	18.55	18.90	19.25	19.60

PAY GRADE 12

Job Classifications: Main Systems Programmer, Information Technology Specialist

Hourly Rate:	Start	6 mo's	1 yr.	2 yr.	3 yr.	4 yr.
	18.46	19.01	19.55	19.90	20.25	20.60